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April 24, 2009  
Via Overnight Delivery

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

**Re: Neutral Tandem – Arizona, LLC**  
**Revision for Arizona Tariff No. 3 (Access)**

Docket Control:

2009 APR 29 P 4: 25

AZ CORP COMMISSION  
DOCKET CONTROL

T-04298A-09-0202

Enclosed please find the original and thirteen (13) copies of a revision to Arizona Tariff No. 3 (Access) filed on behalf of Neutral Tandem – Arizona, LLC. This filing updates the definitions, services, and rates sections of the access tariff. The Company respectfully requests an effective date of May 28, 2009.

The following tariff pages are included:

1 <sup>st</sup> Revised Page 6	Moves text; makes text change
1 <sup>st</sup> Revised Page 7	Adds new definition; moves and relocates text
1 <sup>st</sup> Revised Page 8	Adds new definitions; moves text
Original Page 8.1	Relocates text
1 <sup>st</sup> Revised Page 9	Makes text changes; adds new definition; moves text
1 <sup>st</sup> Revised Page 10	Adds new definition; moves and relocates text
Original Page 10.1	Relocates text
1 <sup>st</sup> Revised Page 12	Makes text changes
1 <sup>st</sup> Revised Page 15	Makes text changes
1 <sup>st</sup> Revised Page 21	Makes text changes
1 <sup>st</sup> Revised Page 27	Makes text changes
1 <sup>st</sup> Revised Page 29	Makes text changes; moves text
1 <sup>st</sup> Revised Page 30	Makes text changes; moves text
Original Page 30.1	Moves text
1 <sup>st</sup> Revised Page 37	Makes text changes
Original Page 37.1	Adds new text
1 <sup>st</sup> Revised Page 44	Adds new text
1 <sup>st</sup> Revised Page 46	Adds new text; moves text
1 <sup>st</sup> Revised Page 47	Moves text; deletes language
1 <sup>st</sup> Revised Page 51	Moves text
Original Page 51.1	Moves text; adds new text
1 <sup>st</sup> Revised Page 52	Adds new text; makes text changes
1 <sup>st</sup> Revised Page 53	Adds new text
1 <sup>st</sup> Revised Page 54	Makes text changes
1 <sup>st</sup> Revised Page 55	Adds new text
1 <sup>st</sup> Revised Page 60	Makes text change
1 <sup>st</sup> Revised Page 65	Moves text
Original Page 65.1	Moves text
1 <sup>st</sup> Revised Page 68	Updates rates section
Original Pages 68.1-68.2	Updates rates section
1 <sup>st</sup> Revised Page 73	Makes text change
1 <sup>st</sup> Revised Page 74	Makes text changes; moves text
Original Page 75	Moves text

Arizona Corporation Commission  
**DOCKETED**  
APR 29 2009

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Neutral Tandem – Arizona, LLC  
April 24, 2009  
Page 2 of 2

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Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-3006 or via email at [croesel@tminc.com](mailto:croesel@tminc.com).

Thank you for your assistance.

Sincerely,



Carey Roesel, Consultant to  
Neutral Tandem – Arizona, LLC

*CR/lm*  
Enclosures

cc: Gerard Laurain – Neutral Tandem  
file: Neutral Tandem – AZ Access  
tms: AZa0901

**SECTION 1: DEFINITIONS, (Cont'd.)**

Call – an end user attempt for which the complete address code (e.g. 10 digits) is provided to the serving dial tone office.

Call Classification – Call Classification is the classification of traffic as Access Service or as Transit Service.

Calling Party Number - an SS7 parameter identifying the directory number of the calling station

Carrier or Common Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio; provided that where the defined term "Non-Carrier" is used in this tariff, the entity will not be considered a Carrier or Common Carrier.

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Carrier Identification Code - a numeric code currently used for routing traffic and billing purposes.

Central Office - a local switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Code - the first three digits (NXX) of the seven-digit telephone number assigned to an end user's Telephone Exchange Service.

Channel(s) - an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize - the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Common Channel Signaling Network - a digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

Communications System - channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Company – see "Telephone Company"

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**SECTION 1: DEFINITIONS, (Cont'd.)**

Constructive Order – Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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Customer(s) - any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff.

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Calling Party Number (CPN) - means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

Decibel - a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Dedicated Transport – Direct-trunked transport provided between the Customer's facility and a Telephone Company facility, hub, or tandem.

End Office Switch - a local switching system where Customer station loops are terminated for purposes of interconnection to trunks.

End User - any Customer of a telecommunications service that is not a carrier.

Entrance Facility - A Transport facility that provides dedicated transport from the Customer's point of termination to the Telephone Company's facility.

Entry Switch - See First Point of Switching.

Exchange - a unit generally smaller than a Market Service Area, established by the local service provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Market Service Area.

First-Come, First-Served - a procedure followed when the first service order received will be the first service order processed.

First Point of Switching - the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating switch.

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**SECTION 1: DEFINITIONS, (Cont'd.)**

Grandfathered - Services ordered under the provisions of this tariff and which are considered grandfathered and no longer available to new Customers.

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Host Office - an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

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Immediately Available Funds - a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and Certificates of Deposit.

Individual Case Basis (ICB) - a condition in which the regulations, (if applicable) rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interconnected Carrier (IC) or Interconnected Common Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio connected to the Telephone Company.

InterMTA Traffic - InterMTA traffic refers to wireless-to-wireline traffic that originates and terminates in two different MTAs.

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Interstate Communications - both interstate and foreign communications.

Interexchange Carrier (IXC) - Toll Service provider.

IntraMTA Traffic - IntraMTA traffic refers to wireless-to-wireline traffic that originates and terminates within the same MTA.

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Intrastate Communications - any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate communication can be intraLATA or InterLATA in nature, with intraLATA calls being between two parties located within the same LATA and intrastate, interLATA calls being between two users in different LATAs in the state.

Local Exchange Routing Guide (LERG) - is the industry reporting tool used to provision the appropriate NPA NXXs in networks.

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**SECTION 1: DEFINITIONS, (Cont'd)**

Local Calling Area - a geographical area, as defined in the incumbent telephone company's local exchange service tariff, in which an end user may complete a call without incurring Toll charges.

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. In Illinois, Metropolitan Statistical Area (MSA) is the term used to define a LATA.

Line Information Data Base (LIDB) - a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that stored in LIDB and in its Line Records are: ABS validation data, originating line number screening (OLNS) data, ZIP Code data, and calling name information.

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**SECTION 1: DEFINITIONS, (Cont'd)**

Line Record - means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or billing number.

Line-Side Connection - a connection of a transmission path to the line side of a local exchange switching system.

Major Fraction Thereof - is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of one hour, a major fraction of one hour would be 31 minutes. Therefore, if a given service is interrupted for one hour and 31 minutes, the Customer would be given a credit for two hours. For one hour and 30 minutes or less, the Customer would be given credit for one hour.

Meet-Point Billing (MPB) - refers to the billing associated with interconnection of facilities between two or more local carriers for the routing of traffic to and from an interexchange carrier with which one of the local carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tariffed rate for its portion of a jointly provided Access Service

Message - a "Call" as defined preceding.

Minutes of Use (MOUs) - the number of minutes for which a Customer is billed in relation to any usage-sensitive service element provided by the Telephone Company.

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Mixed Access and Transit Service - Both Transit and Access Services provided over a single facility.

Mobile Switching Center (MSC) - is the location of the switch in a cellular telephone network used by a Commercial Mobile Radio Services (CMRS) provider in performing, inter alia, terminating and originating functions for calls to and from a CMRS provider's end user.

MTA - Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

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Network Control Signaling - the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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**SECTION 1: DEFINITIONS, (Cont'd)**

Network Interface - the point of interconnection between Telephone Company communications facilities and terminal equipment, protective apparatus or wiring at a Customer's premises or point of interconnection. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the Telephone Company's reasonable and nondiscriminatory standard operating practices.

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Non-Authorized Traffic - traffic that is not defined as Transit and Access traffic, including 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

Non-Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio that does not qualify as a Common Carrier, as defined in SEC. 3. [47 U.S.C. 153] of the Communications Act of 1934, as amended.

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North American Numbering Plan (NANP) - a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook - the active condition of Switched Access or a Transit Service line.

On-hook - the idle condition of Switched Access or a Transit Service line.

Off-Net - A Transit or Access call that is not an On-Net call.

On-Net - A Transit or Access call that can be terminated to an Interconnected Common Carrier and therefore not routed to an Alternate Access or Transit Tandem.

Operating Company Number (OCN) - a four place alphanumeric code (NNXX), assigned by NECA, that identifies providers of telecommunications services. A separate code is required for each state in which a company provides facility based telecommunication services.

Originating Carrier - The carrier originating a call from an End User.

Originating Direction - the origination of calls from an End User premises.

Originating Point Code - a field within a signaling message that identifies the originating network signaling node.

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**SECTION 1: DEFINITIONS, (Cont'd)**

Percentage of Intrastate IntraLATA Use (PIIU) - Intrastate intraLATA versus intrastate interLATA jurisdictional use of a service as reported by the Customer. This percentage is stated as a whole number percentage which is the Customer's best estimate of the percentage of the total use of the intrastate service that will be intrastate intraLATA in nature.

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Percentage for Interstate Use (PIU) - Interstate jurisdictional use of a service as reported by the Customer. This percentage is stated as a whole number percentage which is the Customer's best estimate of the percentage of the total use of the service that will be interstate in nature.

Point of Termination - the point of demarcation within a Customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

Port - an interface on the PAD or packet switch that provides an entry point into the PSN.

Premises - a building, a portion of a building in a multi-tenant building or buildings on continuous property not separated by a public thoroughfare.

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**SECTION 1: DEFINITIONS, (Cont'd)**

Toll Service or Long Distance - is as defined in the Act.

Transit Service – Transit Service means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), and/or CMRS IntraMTA Traffic. . A Transit rate element applies to all MOUs transited over the Telephone Company network. The originating Interconnected Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

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Trunk - a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method - a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)**

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(B) The Telephone Company shall not be liable for:

- (1) Any act or omission of any other carrier or Customer providing a portion of a service;
- (2) Any intentional, wrongful act of a Telephone Company employee when such act is not within the scope of the employee's responsibilities for the Telephone Company and/or is not authorized by the Telephone Company;
- (3) Any representations made by Telephone Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (4) Any noncompletion of calls due to network busy conditions; and
- (5) Any calls not actually attempted to be completed during any period that service is unavailable.

(C) The Telephone Company is not liable for damages to the Customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or Interconnected Carrier ("IC"); or
- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.1 Undertaking of the Telephone Company (Cont'd)****2.1.8 Refusal and Discontinuance of Service**

- (C) If the Company refuses or discontinues providing service pursuant to this tariff or the Customer elects to discontinue receiving service pursuant to this tariff, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, the Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement to govern the interconnections. The Company will be responsible for all costs associated with delivering traffic to the existing point of interconnection. These terms will continue to apply until such time as a termination agreement under which the Customer will receive traffic from the Company becomes effective. The Customer and the Company will use their best endeavors to resolve promptly and in good faith all outstanding issues in the negotiation of such an agreement, and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the negotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures. For purposes of this provision, "providing/receiving service pursuant to this tariff" includes services that are provided under a separate written agreement that only incorporates the General Regulations section of this tariff.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.9 Traffic Information**

(A) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall, at a minimum, include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, when including such information is technically feasible; (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"); (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"); (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d); (e) Jurisdictional Indicator Parameter ("JIP"); and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: (a) directly or indirectly made any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the highest tariff rate. Upon request, Telephone Company will provide to Customer available Signaling Data for traffic terminated to Customer.

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(B) Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Telephone Company for each call.

(C) If Customer is passing Line Information but the Telephone Company is not properly receiving information, the parties will work cooperatively to correct the problem.

(D) All calls exchanged without CPN information will be billed at the access or transit rate, whichever is greater. For transit traffic, if the original and true CPN is not received from the originating third party, the Telephone Company cannot forward the CPN and will not be billed as the default originator.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Jurisdictional Report Requirements (Cont'd)****(B) (1) (Cont'd)**

If the Customer chooses to provide a separate 800 terminating PIU, then that PIU will be the Customer's best estimate of the percentage of the total 800 terminating use of the trunk group usage that will be interstate in nature. The residual PIU would then be the Customer's best estimate of the percentage of the total trunk group usage that will not be 800 terminating usage and will be interstate in nature.

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all interstate and intrastate charges for the trunk group, as set forth in 2.3.11 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s), as set forth in (3) following. When the Customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the Customer shall report a revised PIU(s) for each trunk group. The Customer can report the new PIU(s) to the Telephone Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the Customer reports the revised PIU(s) to the Telephone Company. No revisions to bills preceding the effective date of the revised PIU(s) will be made based on this report.

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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*Certain material previously found on this page is now located on Page 30.*

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Jurisdictional Report Requirements (Cont'd)****(B) (1) (Cont'd)**

The Telephone Company will charge the intrastate terminating switched access rates to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Telephone Company do not contain sufficient originating information to allow the Telephone Company to determine the originating location, the Telephone Company would apply these provisions to those minutes exceeding the 10% "floor", or 30% in this example.

(2) When a Customer orders Transit Service, the Customer shall, in its order, state the proportion of the service which is to be provided for interstate use, if any, for each trunk group. This proportion is the Percent for Interstate Use or PIU. All PIUs shall be stated as whole number percentages.

If the Customer chooses to report one general Percent for Interstate Use for all its trunk groups, then this general PIU will be the Customer's best estimate of the percentage of the total Transit usage, that will be interstate in nature. The residual PIU will be the Customer's best estimate of the percentage of the total Transit usage that will be interstate in nature.

*Certain material previously found on this page is now located on Page 30.1.*

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Jurisdictional Report Requirements (Cont'd)****(B) (Cont'd)**

- (3) Identifying Transit and Access Services. When a Customer orders trunk group for Tandem Service, the Customer shall, in its order, state the anticipated proportion of the service that is to be Transit Service versus Access Service.

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If the Customer chooses to report one general Percent of Transit Versus Access, then this general PTVA will be the Customer's best estimate of the percentage of the total service usage, for each trunk group, that will be Transit Service versus Access Service in nature. This estimate should not include any usage types for which the Telephone Company is able to derive Call Classification from call detail recording. When the Customer determines that any currently effective PTVA is no longer accurate, the Customer shall report a revised PTVA. The Customer can report the new PTVA(s) to the Telephone Company in writing or via magnetic tape. The report must clearly identify each trunk group it is to be applied to, the account number under which it is billed, and both the current and revised PTVA(s). This revised PTVA(s) will become effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised PTVA(s) to the Telephone Company. No revisions to bills preceding the effective date of the revised PTVA(s) will be made based on this report.

The reported PTVA(s) will be used in the determination of charges for Transit and Access Services, as well as for the associated charges for transport and port charges.

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SECTION 2: GENERAL REGULATIONS, (Cont'd)

## 2.3 Obligations of the Customer (Cont'd)

## 2.3.20 Exchange of Traffic and Information

All facilities interconnected to the Telephone Company by Customer shall be two-way in nature, unless otherwise agreed in writing by the Telephone Company. Customer shall accept both originating and terminating traffic from the Telephone Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Telephone Company and for delivering traffic to the Telephone Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Telephone Company's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to the proper address on its network. Customer shall exercise best efforts in responding to requests by the Telephone Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that Telephone Company may share certain Customer information with other Customers of the Telephone Company for the sole purpose of providing service.

## 2.3.21 Non-Authorized Traffic

Customers agree to not send Carrier Non-Authorized Traffic (i.e., traffic that is not Transit and Access traffic, including 911, 411, 976, directory assistance, and 0+ operator services local calls). Telephone Company will block any Non-Authorized Traffic sent to the Telephone Company switches and will have no obligation to carry such traffic. Customer will not send to the Telephone Company local traffic that is destined for the network of a third party carrier unless Customer has the authority to exchange traffic with that carrier.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.22 Cancellation of Service**

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. Delivery of calls to or acceptance of calls from the Company's network constitutes a Constructive Order by the Customer to purchase switched access services.

**2.3.23 Determination of InterMTA and IntraMTA Traffic**

CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate (PIU).

Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent interMTA of 50% (and a default PIU of 50% on all interMTA traffic), on all traffic originated by the CMRS provider for termination by the Company.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.4 Payment Arrangements and Credit Allowances (Cont'd)****2.4.1 Payment of Rates, Charges and Deposits (Cont'd)****(I) Suspension or Discontinuance Notice Requirements**

1. The Company shall not suspend or discontinue service to any of its Customers without providing advance written notice to the Customer of the Company's intent to suspend or discontinue service, except under those conditions specified where advance written notice is not required.
2. Such advance written notice shall contain, at a minimum, the following information:
  - a. The name of the person or entity whose service is to be suspended or discontinued and the telephone number where service is being rendered.
  - b. The Company rules or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
  - c. The date on or after which service may be suspended or discontinued.
  - d. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid suspension or discontinuance of the Customer's service.

- (j) Customer shall be liable for the payment of all fees and expenses (including, without limitation, attorney's fees and expenses, costs of investigation, and costs of litigation) reasonably incurred by the Telephone Company in collecting, or attempting to collect, any charges owed hereunder, including, without limitation, charges for services provided by the Telephone Company.

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)****2.4 Payment Arrangements and Credit Allowances (Cont'd)****2.4.4 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies**

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer or the Customer's end user shall be as follows:

- (1) For Dedicated Services, except as specified in the written service order, no credit shall be allowed for an interruption of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues for all services except as described herein. The Telephone Company may require joint out of service testing between the Customer and the Telephone Company for investigation and correction of the interruption.
- (2) For interruptions of Services other than those provided for in 2.4.4.(B).(1)., the Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable fixed monthly rates, if any.
- (3) The credit allowance(s) for service interruptions in any month shall not exceed applicable fixed monthly rates for that month for that particular rate element. An interruption period starts when an inoperative service is released by the Customer to the Telephone Company for testing/repair and ends when the service is operative. The Customer must make an inoperative circuit available for testing by the Telephone Company and provide access as needed. Suspension of the calculated interruption period will occur when access to the Customer premises cannot be gained or the Customer does not release the circuit experiencing trouble.

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*Certain material previously found on this page is now located on Page 47.*

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**SECTION 2: GENERAL REGULATIONS, (Cont'd)**

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd.)

(4) No credit shall be allowed for interruptions required to perform preventative or routine maintenance, or to perform software updates when the Customer has been notified at least 24 hours prior to such occurrences.

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(5) The monthly charges used to determine the credit shall be the recurring, non-usage sensitive charges associated with that rate element (less any credits) that is inoperative.

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(C) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

(D)

(1) Interruptions caused by the negligence of the Customer.

(2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(D)

*Material on this page was previously located on Page 46.*

**SECTION 3: SERVICE DESCRIPTIONS**

3.1 Tandem Service

- 3.1.1 Tandem Services are comprised of Transit and Access Services.
- 3.1.2 All facilities installed for provisioning Tandem Services are bi-directional, two-way in nature, unless expressly agreed to by the Telephone Company. (T)  
Customer ordering Tandem Service agrees to accept additional facilities to accommodate traffic volume at reasonable fill rates. (T)
- 3.1.3 Customer must be authorized to send traffic to third party Interconnected Common Carriers prior to delivering traffic to such parties using the Tandem Service.
- 3.1.4 In the event Customer sends traffic through the Telephone Company to a carrier with whom Customer does not have a traffic exchange agreement, Customer will indemnify the Telephone Company against any and all charges levied by such third party carrier, including any charges related to such traffic and any attorneys fees and expenses.
- 3.1.5 The Terminating Carrier and the Telephone Company will bill their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.
- 3.1.6 The Terminating Carrier shall not bill the Telephone Company for terminating any Tandem Service traffic, whether identified or unidentified, i.e. whether the Telephone Company is sent CPN or is not sent CPN by the originating company.
- 3.1.7 Customer agrees to send Telephone Company only On-Net traffic and will, as necessary, update its routing tables to include all Telephone Company updates, including, but is not limited to:
  - (A) Information regarding a new Interconnected Carrier, including NPA NXX and LRN information;
  - (B) Information regarding an Interconnected Carrier opening a new exchange or LRN; and
  - (C) Information regarding ports of 1000 block of numbers. (M)

*Certain material previously found on this page is now located on Page 51.1* (M)

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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)**

3.1 Tandem Service, (Cont'd.)

- |       |   |                     |
|-------|---|---------------------|
| 3.1.8 | Customer agrees to only route authorized codes to the Telephone Company. Any call transmitted to a non-authorized code will: (a) receive a cause code 34 (TDM) or cause code 503 (SIP) or (b) incur additional charges for call delivery. | (M,T)<br> <br>(M,T) |
| 3.1.9 | For Access traffic routed from or to Non-Carriers, the Company will assess Local Switching charges rather than both Local Switching and Tandem Switching charges.   | (N)<br> <br>(N)     |

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SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)

## 3.2 Transit Service

- 3.2.1 Transit Service allows an Originating Carrier to send all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), and/or CMRS IntraMTA Traffic to a Terminating Carrier through the Telephone Company tandem. A Transit rate element applies to all MOUs transmitted over the Telephone Company network. The Originating Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

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Notwithstanding any other provision, Customer appoints Telephone Company to act on its behalf for the limited purpose of establishing arrangements for the termination of Transit Traffic to Terminating Carriers. This authority is limited to the establishment of the technical and operational aspects of such arrangements.

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(N)

Regional Transit Service (RTS) is an optional service that provides a more operationally efficient method of transiting traffic between Customers. RTS expands traditional transit service areas to include the aggregate coverage areas of both the originating and terminating Customer switches.

At the request of the Customer, Telephone Company will provide electronic terminating Transit billing records to the Customer to assist in their billing process. The records will be provided in standard EMI format and will be delivered to the Customer either weekly or monthly utilizing an electronic delivery method negotiated on a case by case basis. Rates are listed in section 4.1

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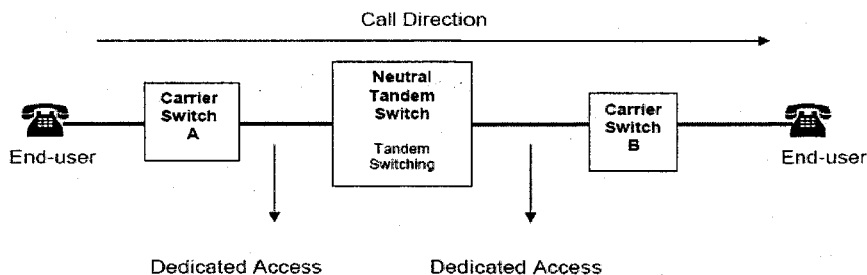
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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)****3.2 Transit Service (Cont'd)****3.2.2. Transit Diagram**

Carrier Switch A is the Originating Carrier  
Carrier Switch B is the Terminating Carrier



- 3.2.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.
- 3.2.4 Customer, the Originating Carrier, will be charged a Tandem Transit MOU charge for all Transit traffic delivered to the Telephone Company, including On-Net and Off-Net traffic, except as provided in 3.2.5 below. The Tandem Transit MOU charge may differ based on the Exchange of the terminating number.
- 3.2.5 If the Company re-routes an On-Net call to an Alternate Transit Tandem due to a third party failure or insufficient capacity on the Telephone Company network to terminate the call, the Customer may be charged a tandem transit MOU charge by the Alternate Transit Tandem company. If the Customer is charged a tandem transit MOU charge by the Alternate Transit Tandem company, the Customer will not be charged a Tandem Transit MOU by the Company. If the Telephone Company is billed by the Alternate Transit Tandem company for that traffic, then the Telephone Company will charge Customer the same Tandem Transit MOU charge that the Company is billed by the Alternate Transit Tandem company. (N)
- 3.2.6 Transit Service shall be on a Meet Point Billing ("MPB"), with the Terminating Carrier and the Telephone Company billing their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse. (N)

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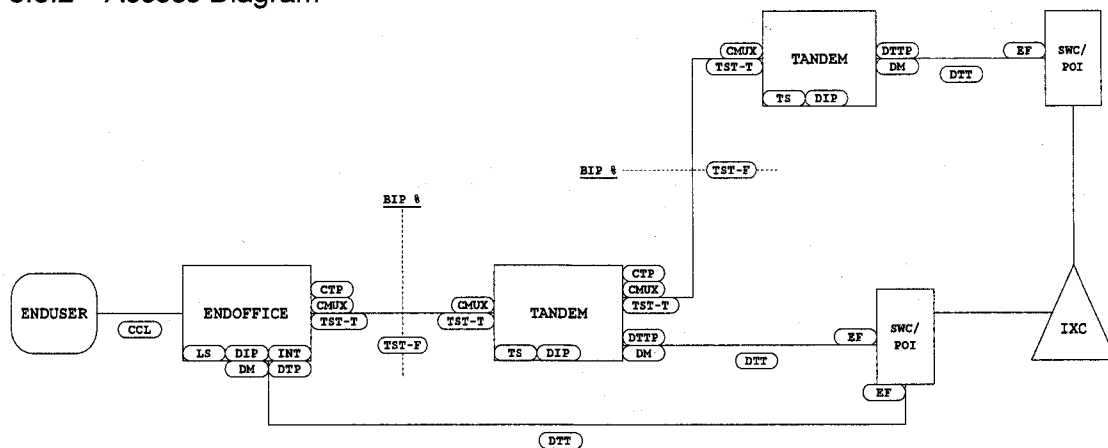
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### SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)

#### 3.3 Access Service

3.3.1 Access Service enables Interconnected Carriers to originate and terminate Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

#### 3.3.2 Access Diagram



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(C,T)

Element	Element Description
DIP	Database Query Charge (where it occurs)
CCL	Carrier Common Line
LS	Local Switching
INT	Interconnection
CTP	Common Trunk Port
TST-T	Tandem Switched Transport - Termination
TST-F	Tandem Switched Transport - Facility
CMUX	Common Transport Multiplexing
TS	Tandem Switching
DTP	Dedicated Trunk Port
DTTP	Dedicated Tandem Trunk Port
DM	Dedicated Multiplexing
DTT	Direct-Trunked Transport (fixed and per mile)
EF	Entrance Facility

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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)**

**3.3 Access Service (Cont'd)**

- 3.3.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.
- 3.3.4 Customer for Access Service will be charged a MOU charge for all Access Service traffic delivered to the Telephone Company, including On-Net and Off-Net traffic, except as provided in 3.3.5 below
- 3.3.5 Customer for Access Service is the Toll Service provider, except if the Originating Carrier routes Off-Net traffic to the Telephone Company, then Access Services charges will be applied to the Originating Carrier.
- 3.3.6 Access Service shall be on a Meet Point Billing ("MPB"), with the Terminating and Originating Carriers and the Telephone Company billing their respective portions of the charges directly to the Toll Service provider, and neither the Terminating and Originating Carriers nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.
- 3.3.7 The Switched Access rate elements identified herein are applied such that the Customer's overall Switched Access costs for the portion of the service provided by Neutral Tandem reasonably approximate what the Customer's costs would have been had that portion of the Switched Access service been provided by the relevant Incumbent Local Exchange Carrier.

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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)**

3.4 Collocation (Cont'd)

3.4.3 Termination of Arrangement (Cont'd)

(D) The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.

(1) Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on 30 days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution.

(2) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.

(3) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

(E) Grounds for Termination by the Telephone Company - The Telephone Company reserves the right to inspect the Customer's collocation arrangement to determine if the collocation arrangement is being used for interconnection. If the Telephone Company determines that the collocation arrangement is not being used for interconnection, the Telephone Company reserves the right to terminate the Customer's collocation service upon thirty (30) calendar days notice. If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 3.4.3.

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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)**

## 3.4 Collocation (Cont'd)

## 3.4.6 Implementation of Collocation Charges

(A) The Telephone Company shall provide the Customer with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the Customer of the Scheduled Completion Date and request the Customer to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the Customer to utilize the completed collocation arrangement.

(1) Collection of Non-Recurring Charges - The Customer shall have ten business days from the receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation service. The balance of the NRCs ("NRC Balance") will be billed to the Customer upon Customer's acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

(2) Commencement of Recurring Charges - Monthly recurring charges will commence upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 3.4.3.

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**SECTION 3: SERVICE DESCRIPTIONS, (Cont'd)****3.4 Collocation (Cont'd)****3.4.6 Implementation of Collocation Charges (Con't.d)****(A) (Con't.d)**

- (3) Extension Request - A Customer may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A Customer electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the Customer must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the Customer or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the Customer terminates its collocation arrangement, the termination shall be governed by Section 3.4.3.

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**SECTION 4: RATES AND CHARGES, (Cont'd)**

## 4.2 Access Service Charges

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## 4.2.1 Entrance Facility (DS3)

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

## Entrance Facility (DS1)

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

## 4.2.2 Direct-Trunked Transport – Fixed (DS3), per termination

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

## Direct-Trunked Transport – Fixed (DS1), per termination

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

## 4.2.3 Direct-Trunked Transport – Per Mile (DS3)

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

## Direct-Trunked Transport – Per Mile (DS1)

	<u>NRC</u>	<u>Monthly</u>
Qwest areas	ICB	ICB
Other ILEC areas	ICB	ICB

(N, M)

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**SECTION 4: RATES AND CHARGES, (Cont'd)****4.2 Access Service Charges****4.2.4 Dedicated Multiplexing**

	<u>NRC</u>	<u>Monthly</u>	(N)
Qwest areas	ICB	ICB	
Other ILEC areas	ICB	ICB	
			(N)

	<u>Current</u>	<u>Maximum</u>	
4.2.5 Dedicated Trunk Port, per DS1			(M)
Qwest areas	\$216.24 (I)	\$319.20	(M)
Other ILEC areas	\$302.74	\$908.22	(N)

4.2.6 Dedicated Tandem Trunk Port, per DS1			(N)
Qwest areas	\$158.16	\$474.48	
Other ILEC areas	\$221.42	\$664.26	(N)

4.2.7 Tandem Switching, per minute of use			(M, C)
Qwest areas	\$0.005	\$0.010	(M, C)
Other ILEC areas	\$0.007	\$0.021	(N)

4.2.8 Tandem Switched Transport - Termination, per minute of use			(M, C)
Qwest areas (over 0 to 8)	\$0.000199	\$0.000398	(M, C)
(over 8 to 25)	\$0.000255	\$0.000765	(N)
(over 25 to 50)	\$0.000263	\$0.000789	
(over 50)	\$0.000265	\$0.000795	
Other ILEC areas (over 0 to 8)	\$0.000279	\$0.000837	
(over 8 to 25)	\$0.000357	\$0.001071	
(over 25 to 50)	\$0.000368	\$0.001104	
(over 50)	\$0.000371	\$0.001113	(N)

4.2.9 Tandem Switched Transport - Facility, per minute of use per mile			(M, C)
Qwest areas (over 0 to 8)	\$0.000020	\$0.000040	(M, C)
(over 8)	\$0.000023	\$0.000069	(N)
Other ILEC areas (over 0 to 8)	\$0.000028	\$0.000084	(N)
(over 8)	\$0.000032	\$0.000096	(N)

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**SECTION 4: RATES AND CHARGES, (Cont'd)****5.2 Access Service Charges**

	<u>Current</u>	<u>Maximum</u>	
4.2.10 Common Transport Multiplexing (DS3/DS1), per minute of use			(M, C)
Qwest areas	\$0.000137	\$0.000274	(M, C)
Other ILEC areas	\$0.000192	\$0.000576	(N)
4.2.11 Common Trunk Port, per minute of use			(N)
Qwest areas	\$0.001300	\$0.003900	
Other ILEC areas	\$0.001820	\$0.005460	
4.2.12 Local Switching, per minute of use			
Qwest areas	\$0.016270	\$0.048810	
Other ILEC areas	\$0.022778	\$0.068334	
4.2.13 Carrier Common Line			
Per minute of use	\$0.000000	\$0.010000	
4.2.14 Interconnection Charge			
Per minute of use	\$0.000000	\$0.010000	(N)
4.2.15 Database Charges			(M)
LNP Query - per query	\$0.002002	\$0.004004	
800 Query - Qwest areas			
Basic, per query	\$0.003500	\$0.007000	
w/POTS translation, per query	\$0.007165	\$0.014000	(M)
800 Query - Other ILEC areas			(N)
Basic	\$0.004900	\$0.014700	
w/POTS translation, per query	\$0.010031	\$0.030093	(N)
4.2.16 Blocked Call Charge			
Per Blocked Call	\$0.001880	\$0.00376	(M, C)
4.2.17 Access Service Installation Charges			
	<u>NRC - Current</u>	<u>NRC - Maximum</u>	
Per Service Order Fee:	\$50.00	\$100.00	
Per Reconfiguration:	\$150.00	\$300.00	
Install (per DS1)	\$885.00	\$1,770.00	(M, C)

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**SECTION 5: SPECIAL ARRANGEMENTS, (Cont'd)**

5.1 Special Construction (Cont'd)

5.1.3 Termination Liability (Cont'd)

(B) The amount of the maximum termination liability is equal to the estimated amounts for:

(1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights of way;

(2) license preparation, processing, and related fees;

(3) tariff preparation, processing, and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

(D) The applicable termination liability method for calculating the unpaid balance of a term obligation is: (a) the sum of the amounts determined as set forth in Section 5.1.3(B) preceding, multiplied by (b) a factor related to the unexpired period of liability, multiplied by (c) the discount rate for return and contingencies. The amount determined in section 5.1.3(B) preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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**SECTION 5: SPECIAL ARRANGEMENTS, (Cont'd)****5.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. A summary of each ICB contract pricing arrangement offered pursuant to this section will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following applicable information will be included in the summary:

- (A) LATA and type of switch
- (B) The V&H distance from the central office to the Customers premises
- (C) Service description
- (D) Rates and charges
- (E) Quantity of circuits
- (F) Length of the agreement.

If the Company and a Customer enter into an ICB arrangement, the ICB arrangement may provide the Customer or the Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply. Customer may choose to transit traffic through the Company at tariff rates, subject to meeting any credit requirements of the Company in this tariff. Regardless, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement governing the interconnection. The terms of the ICB arrangement applicable to the Customer's acceptance of traffic from the Company will continue to apply until such time as a successor termination agreement becomes effective. The Customer and the Company will use their best endeavors to resolve in good faith all outstanding issues in the renegotiation of a successor agreement and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the renegotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

*Certain material previously found on this page is now located on Page 75.*

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SECTION 5: SPECIAL ARRANGEMENTS, (Cont'd)

5.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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*Material on this page was previously found on Page 74.*

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